

STATE OF MICHIGAN
COURT OF APPEALS

JOSEPH MANUEL and MINCOM REAL
ESTATE,

UNPUBLISHED
March 8, 2007

Plaintiffs-Appellants,

v

No. 267092
Oakland Circuit Court
LC No. 2004-061778-CZ

DANIEL O'RIORDAN and REMAX
PROPERTIES,

Defendants-Appellees.

Before: Servitto, P.J., and Talbot and Schuette, JJ.

PER CURIAM.

Plaintiffs appeal as of right from a circuit court order entering a judgment for defendants on an arbitration award. We affirm. This appeal has been decided without oral argument pursuant to MCR 7.214(E).

Plaintiffs do not dispute the trial court's decision to confirm the arbitration award. The crux of their claim is that the trial court erred in considering the action to be an "appeal" of the arbitration award alone. The validity of an indemnification agreement and defendants' alleged breach thereof were not subject to arbitration and therefore could be considered by the trial court as independent claims for relief. But plaintiffs have given only cursory treatment to this issue and have not cited any relevant legal authority in support. Consequently, the issue is deemed abandoned. *Silver Creek Twp v Corso*, 246 Mich App 94, 99; 631 NW2d 346 (2001).

Plaintiffs also argue that the contents of a phone message were inadmissible and should not have been considered by the trial court. Plaintiffs did not raise this issue below and thus it has not been preserved for appeal. *Camden v Kaufman*, 240 Mich App 389, 400 n 2; 613 NW2d 335 (2000). In any event, plaintiffs have not shown any basis for relief. Because the message involved plaintiff Manuel's own statement and was offered against him, it would not be hearsay. MRE 801(d)(2)(A). Further, the phone message was relevant only to the issue of whether the parties' September 30, 2003, agreement was valid and enforceable. The trial court determined that it was not required to decide that issue because it was covered by the arbitration award, which it confirmed. Plaintiffs admittedly do not take issue with the trial court's resolution of their claim to vacate the arbitration award.

Plaintiffs lastly argue that they are entitled to indemnification. This claim depends on the validity of the indemnification agreement, which the trial court determined was subsumed by the arbitration award. As noted above, plaintiffs' challenge to that ruling is deemed abandoned. Accordingly, plaintiffs have failed to establish a right to relief.

Affirmed.

/s/ Deborah A. Servitto

/s/ Michael J. Talbot

/s/ Bill Schuette